

AN ACT

relating to the adoption of a uniform collaborative law Act in regard to family law matters.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. The Family Code is amended by adding Title 1-A to read as follows:

TITLE 1-A. COLLABORATIVE FAMILY LAW

CHAPTER 15. COLLABORATIVE FAMILY LAW ACT

SUBCHAPTER A. APPLICATION AND CONSTRUCTION

Sec. 15.001. POLICY. It is the policy of this state to encourage the peaceable resolution of disputes, with special consideration given to disputes involving the parent-child relationship, including disputes involving the conservatorship of, possession of or access to, and support of a child, and the early settlement of pending litigation through voluntary settlement procedures.

Sec. 15.002. CONFLICTS BETWEEN PROVISIONS. If a provision of this chapter conflicts with another provision of this code or another statute or rule of this state and the conflict cannot be reconciled, this chapter prevails.

Sec. 15.003. UNIFORMITY OF APPLICATION AND CONSTRUCTION. In applying and construing this chapter, consideration must be given to the need to promote uniformity of the law with respect to its subject matter among states that enact a collaborative law

1 process Act for family law matters.

2 Sec. 15.004. RELATION TO ELECTRONIC SIGNATURES IN GLOBAL  
3 AND NATIONAL COMMERCE ACT. This chapter modifies, limits, and  
4 supersedes the federal Electronic Signatures in Global and National  
5 Commerce Act (15 U.S.C. Section 7001 et seq.) but does not modify,  
6 limit, or supersede Section 101(c) of that Act (15 U.S.C. Section  
7 7001(c)), or authorize electronic delivery of any of the notices  
8 described in Section 103(b) of that Act (15 U.S.C. Section  
9 7003(b)).

10 [Sections 15.005-15.050 reserved for expansion]

11 SUBCHAPTER B. GENERAL PROVISIONS

12 Sec. 15.051. SHORT TITLE. This chapter may be cited as the  
13 Collaborative Family Law Act.

14 Sec. 15.052. DEFINITIONS. In this chapter:

15 (1) "Collaborative family law communication" means a  
16 statement made by a party or nonparty participant, whether oral or  
17 in a record, or verbal or nonverbal, that:

18 (A) is made to conduct, participate in, continue,  
19 or reconvene a collaborative family law process; and

20 (B) occurs after the parties sign a collaborative  
21 family law participation agreement and before the collaborative  
22 family law process is concluded.

23 (2) "Collaborative family law participation  
24 agreement" means an agreement by persons to participate in a  
25 collaborative family law process.

26 (3) "Collaborative family law matter" means a dispute,  
27 transaction, claim, problem, or issue for resolution that arises

1 under Title 1 or 5 and that is described in a collaborative family  
2 law participation agreement. The term includes a dispute, claim,  
3 or issue in a proceeding.

4 (4) "Collaborative family law process" means a  
5 procedure intended to resolve a collaborative family law matter  
6 without intervention by a tribunal in which parties:

7 (A) sign a collaborative family law  
8 participation agreement; and

9 (B) are represented by collaborative family law  
10 lawyers.

11 (5) "Collaborative lawyer" means a lawyer who  
12 represents a party in a collaborative family law process.

13 (6) "Law firm" means:

14 (A) lawyers who practice law together in a  
15 partnership, professional corporation, sole proprietorship,  
16 limited liability company, or association; and

17 (B) lawyers employed in a legal services  
18 organization or in the legal department of a corporation or other  
19 organization or of a government or governmental subdivision,  
20 agency, or instrumentality.

21 (7) "Nonparty participant" means a person, including a  
22 collaborative lawyer, other than a party, who participates in a  
23 collaborative family law process.

24 (8) "Party" means a person who signs a collaborative  
25 family law participation agreement and whose consent is necessary  
26 to resolve a collaborative family law matter.

27 (9) "Proceeding" means a judicial, administrative,

1 arbitral, or other adjudicative process before a tribunal,  
2 including related prehearing and posthearing motions, conferences,  
3 and discovery.

4           (10) "Prospective party" means a person who discusses  
5 with a prospective collaborative lawyer the possibility of signing  
6 a collaborative family law participation agreement.

7           (11) "Record" means information that is inscribed on a  
8 tangible medium or that is stored in an electronic or other medium  
9 and is retrievable in perceivable form.

10           (12) "Related to a collaborative family law matter"  
11 means a matter involving the same parties, transaction or  
12 occurrence, nucleus of operative fact, dispute, claim, or issue as  
13 the collaborative family law matter.

14           (13) "Sign" means, with present intent to authenticate  
15 or adopt a record, to:

16                   (A) execute or adopt a tangible symbol; or

17                   (B) attach to or logically associate with the  
18 record an electronic symbol, sound, or process.

19           (14) "Tribunal" means a court, arbitrator,  
20 administrative agency, or other body acting in an adjudicative  
21 capacity that, after presentation of evidence or legal argument,  
22 has jurisdiction to render a decision affecting a party's interests  
23 in a matter.

24           Sec. 15.053. APPLICABILITY. This chapter applies only to a  
25 matter arising under Title 1 or 5.

26           [Sections 15.054-15.100 reserved for expansion]

SUBCHAPTER C. COLLABORATIVE FAMILY LAW PROCESS

Sec. 15.101. REQUIREMENTS FOR COLLABORATIVE FAMILY LAW PARTICIPATION AGREEMENT. (a) A collaborative family law participation agreement must:

(1) be in a record;

(2) be signed by the parties;

(3) state the parties' intent to resolve a collaborative family law matter through a collaborative family law process under this chapter;

(4) describe the nature and scope of the collaborative family law matter;

(5) identify the collaborative lawyer who represents each party in the collaborative family law process; and

(6) contain a statement by each collaborative lawyer confirming the lawyer's representation of a party in the collaborative family law process.

(b) A collaborative family law participation agreement must include provisions for:

(1) suspending tribunal intervention in the collaborative family law matter while the parties are using the collaborative family law process; and

(2) unless otherwise agreed in writing, jointly engaging any professionals, experts, or advisors serving in a neutral capacity.

(c) Parties may agree to include in a collaborative family law participation agreement additional provisions not inconsistent with this chapter.

1       Sec. 15.102. BEGINNING AND CONCLUDING COLLABORATIVE FAMILY  
2 LAW PROCESS. (a) A collaborative family law process begins when  
3 the parties sign a collaborative family law participation  
4 agreement.

5       (b) A tribunal may not order a party to participate in a  
6 collaborative family law process over that party's objection.

7       (c) A collaborative family law process is concluded by:

8           (1) resolution of a collaborative family law matter as  
9 evidenced by a signed record;

10          (2) resolution of a part of a collaborative family law  
11 matter, evidenced by a signed record, in which the parties agree  
12 that the remaining parts of the matter will not be resolved in the  
13 process; or

14          (3) termination of the process under Subsection (d).

15       (d) A collaborative family law process terminates:

16          (1) when a party gives notice to other parties in a  
17 record that the process is ended;

18          (2) when a party:

19           (A) begins a proceeding related to a  
20 collaborative family law matter without the agreement of all  
21 parties; or

22           (B) in a pending proceeding related to the  
23 matter:

24                  (i) without the agreement of all parties,  
25 initiates a pleading, motion, or request for a conference with the  
26 tribunal;

27                  (ii) initiates an order to show cause or

1 requests that the proceeding be put on the tribunal's active  
2 calendar; or

3 (iii) takes similar action requiring notice  
4 to be sent to the parties; or

5 (3) except as otherwise provided by Subsection (g),  
6 when a party discharges a collaborative lawyer or a collaborative  
7 lawyer withdraws from further representation of a party.

8 (e) A party's collaborative lawyer shall give prompt notice  
9 in a record to all other parties of the collaborative lawyer's  
10 discharge or withdrawal.

11 (f) A party may terminate a collaborative family law process  
12 with or without cause.

13 (g) Notwithstanding the discharge or withdrawal of a  
14 collaborative lawyer, a collaborative family law process continues  
15 if, not later than the 30th day after the date the notice of the  
16 collaborative lawyer's discharge or withdrawal required by  
17 Subsection (e) is sent to the parties:

18 (1) the unrepresented party engages a successor  
19 collaborative lawyer; and

20 (2) in a signed record:

21 (A) the parties consent to continue the process  
22 by reaffirming the collaborative family law participation  
23 agreement;

24 (B) the agreement is amended to identify the  
25 successor collaborative lawyer; and

26 (C) the successor collaborative lawyer confirms  
27 the lawyer's representation of a party in the collaborative

1 process.

2       (h) A collaborative family law process does not conclude if,  
3 with the consent of the parties to a signed record resolving all or  
4 part of the collaborative matter, a party requests a tribunal to  
5 approve a resolution of the collaborative family law matter or any  
6 part of that matter as evidenced by a signed record.

7       (i) A collaborative family law participation agreement may  
8 provide additional methods of concluding a collaborative family law  
9 process.

10       Sec. 15.103. PROCEEDINGS PENDING BEFORE TRIBUNAL; STATUS  
11 REPORT. (a) The parties to a proceeding pending before a tribunal  
12 may sign a collaborative family law participation agreement to seek  
13 to resolve a collaborative family law matter related to the  
14 proceeding. The parties shall file promptly with the tribunal a  
15 notice of the agreement after the agreement is signed. Subject to  
16 Subsection (c) and Sections 15.104 and 15.105, the filing operates  
17 as a stay of the proceeding.

18       (b) A tribunal that is notified, not later than the 30th day  
19 before the date of a proceeding, that the parties are using the  
20 collaborative family law process to attempt to settle a  
21 collaborative family law matter may not, until a party notifies the  
22 tribunal that the collaborative family law process did not result  
23 in a settlement:

24               (1) set a proceeding or a hearing in the collaborative  
25 family law matter;

26               (2) impose discovery deadlines;

27               (3) require compliance with scheduling orders; or



1           (4) dismiss the proceeding.

2           (c) The parties shall notify the tribunal in a pending  
3 proceeding if the collaborative family law process results in a  
4 settlement. If the collaborative family law process does not  
5 result in a settlement, the parties shall file a status report:

6           (1) not later than the 180th day after the date the  
7 collaborative family law participation agreement was signed or, if  
8 the proceeding was filed by agreement after the collaborative  
9 family law participation agreement was signed, not later than the  
10 180th day after the date the proceeding was filed; and

11           (2) on or before the first anniversary of the date the  
12 collaborative family law participation agreement was signed or, if  
13 the proceeding was filed by agreement after the collaborative  
14 family law participation agreement was signed, on or before the  
15 first anniversary of the date the proceeding was filed, accompanied  
16 by a motion for continuance.

17           (d) The tribunal shall grant a motion for continuance filed  
18 under Subsection (c)(2) if the status report indicates that the  
19 parties desire to continue to use the collaborative family law  
20 process.

21           (e) If the collaborative family law process does not result  
22 in a settlement on or before the second anniversary of the date the  
23 proceeding was filed, the tribunal may:

24           (1) set the proceeding for trial on the regular  
25 docket; or

26           (2) dismiss the proceeding without prejudice.

27           (f) Each party shall file promptly with the tribunal notice

1 in a record when a collaborative family law process concludes. The  
2 stay of the proceeding under Subsection (a) is lifted when the  
3 notice is filed. The notice may not specify any reason for  
4 termination of the process.

5 (g) A tribunal in which a proceeding is stayed under  
6 Subsection (a) may require the parties and collaborative lawyers to  
7 provide a status report on the collaborative family law process and  
8 the proceeding. A status report:

9 (1) may include only information on whether the  
10 process is ongoing or concluded; and

11 (2) may not include a report, assessment, evaluation,  
12 recommendation, finding, or other communication regarding a  
13 collaborative family law process or collaborative family law  
14 matter.

15 (h) A tribunal may not consider a communication made in  
16 violation of Subsection (g).

17 (i) A tribunal shall provide parties notice and an  
18 opportunity to be heard before dismissing a proceeding based on  
19 delay or failure to prosecute in which a notice of collaborative  
20 family law process is filed.

21 Sec. 15.104. EMERGENCY ORDER. During a collaborative  
22 family law process, a tribunal may issue an emergency order to  
23 protect the health, safety, welfare, or interest of a party or a  
24 family, as defined by Section 71.003. If the emergency order is  
25 granted without the agreement of all parties, the granting of the  
26 order terminates the collaborative process.

27 Sec. 15.105. EFFECT OF WRITTEN SETTLEMENT AGREEMENT. (a) A

1 settlement agreement under this chapter is enforceable in the same  
2 manner as a written settlement agreement under Section 154.071,  
3 Civil Practice and Remedies Code.

4 (b) Notwithstanding Rule 11, Texas Rules of Civil  
5 Procedure, or another rule or law, a party is entitled to judgment  
6 on a collaborative family law settlement agreement if the  
7 agreement:

8 (1) provides, in a prominently displayed statement  
9 that is in boldfaced type, capitalized, or underlined, that the  
10 agreement is not subject to revocation; and

11 (2) is signed by each party to the agreement and the  
12 collaborative lawyer of each party.

13 Sec. 15.106. DISQUALIFICATION OF COLLABORATIVE LAWYER AND  
14 LAWYERS IN ASSOCIATED LAW FIRM; EXCEPTION. (a) In this section,  
15 "family" has the meaning assigned by Section 71.003.

16 (b) Except as provided by Subsection (d), a collaborative  
17 lawyer is disqualified from appearing before a tribunal to  
18 represent a party in a proceeding related to the collaborative  
19 family law matter regardless of whether the collaborative lawyer is  
20 representing the party for a fee.

21 (c) Except as provided by Subsection (d) and Sections 15.107  
22 and 15.108, a lawyer in a law firm with which the collaborative  
23 lawyer is associated is disqualified from appearing before a  
24 tribunal to represent a party in a proceeding related to the  
25 collaborative family law matter if the collaborative lawyer is  
26 disqualified from doing so under Subsection (b).

27 (d) A collaborative lawyer or a lawyer in a law firm with

1 which the collaborative lawyer is associated may represent a party:

2 (1) to request a tribunal to approve an agreement  
3 resulting from the collaborative family law process; or

4 (2) to seek or defend an emergency order to protect the  
5 health, safety, welfare, or interest of a party or a family if a  
6 successor lawyer is not immediately available to represent that  
7 party.

8 (e) The exception prescribed by Subsection (d) does not  
9 apply after the party is represented by a successor lawyer or  
10 reasonable measures are taken to protect the health, safety,  
11 welfare, or interest of that party or family.

12 Sec. 15.107. EXCEPTION FROM DISQUALIFICATION FOR  
13 REPRESENTATION OF LOW-INCOME PARTIES. After a collaborative family  
14 law process concludes, another lawyer in a law firm with which a  
15 collaborative lawyer disqualified under Section 15.106(b) is  
16 associated may represent a party without a fee in the collaborative  
17 family law matter or a matter related to the collaborative family  
18 law matter if:

19 (1) the party has an annual income that qualifies the  
20 party for free legal representation under the criteria established  
21 by the law firm for free legal representation;

22 (2) the collaborative family law participation  
23 agreement authorizes that representation; and

24 (3) the collaborative lawyer is isolated from any  
25 participation in the collaborative family law matter or a matter  
26 related to the collaborative family law matter through procedures  
27 within the law firm that are reasonably calculated to isolate the

1 collaborative lawyer from such participation.

2 Sec. 15.108. GOVERNMENTAL ENTITY AS PARTY. (a) In this  
3 section, "governmental entity" has the meaning assigned by Section  
4 101.014.

5 (b) The disqualification prescribed by Section 15.106(b)  
6 applies to a collaborative lawyer representing a party that is a  
7 governmental entity.

8 (c) After a collaborative family law process concludes,  
9 another lawyer in a law firm with which the collaborative lawyer is  
10 associated may represent a governmental entity in the collaborative  
11 family law matter or a matter related to the collaborative family  
12 law matter if:

13 (1) the collaborative family law participation  
14 agreement authorizes that representation; and

15 (2) the collaborative lawyer is isolated from any  
16 participation in the collaborative family law matter or a matter  
17 related to the collaborative family law matter through procedures  
18 within the law firm that are reasonably calculated to isolate the  
19 collaborative lawyer from such participation.

20 Sec. 15.109. DISCLOSURE OF INFORMATION. (a) Except as  
21 provided by law other than this chapter, during the collaborative  
22 family law process, on the request of another party, a party shall  
23 make timely, full, candid, and informal disclosure of information  
24 related to the collaborative matter without formal discovery. A  
25 party shall update promptly any previously disclosed information  
26 that has materially changed.

27 (b) The parties may define the scope of the disclosure under

1 Subsection (a) during the collaborative family law process.

2 Sec. 15.110. STANDARDS OF PROFESSIONAL RESPONSIBILITY AND  
3 MANDATORY REPORTING NOT AFFECTED. This chapter does not affect:

4 (1) the professional responsibility obligations and  
5 standards applicable to a lawyer or other licensed professional; or

6 (2) the obligation of a person under other law to  
7 report abuse or neglect, abandonment, or exploitation of a child or  
8 adult.

9 Sec. 15.111. INFORMED CONSENT. Before a prospective party  
10 signs a collaborative family law participation agreement, a  
11 prospective collaborative lawyer must:

12 (1) assess with the prospective party factors the  
13 lawyer reasonably believes relate to whether a collaborative family  
14 law process is appropriate for the prospective party's matter;

15 (2) provide the prospective party with information  
16 that the lawyer reasonably believes is sufficient for the  
17 prospective party to make an informed decision about the material  
18 benefits and risks of a collaborative family law process as  
19 compared to the material benefits and risks of other reasonably  
20 available alternatives for resolving the proposed collaborative  
21 matter, including litigation, mediation, arbitration, or expert  
22 evaluation; and

23 (3) advise the prospective party that:

24 (A) after signing an agreement, if a party  
25 initiates a proceeding or seeks tribunal intervention in a pending  
26 proceeding related to the collaborative family law matter, the  
27 collaborative family law process terminates;

1           (B) participation in a collaborative family law  
2 process is voluntary and any party has the right to terminate  
3 unilaterally a collaborative family law process with or without  
4 cause; and

5           (C) the collaborative lawyer and any lawyer in a  
6 law firm with which the collaborative lawyer is associated may not  
7 appear before a tribunal to represent a party in a proceeding  
8 related to the collaborative family law matter, except as  
9 authorized by Section 15.106(d), 15.107, or 15.108(c).

10       Sec. 15.112. FAMILY VIOLENCE. (a) In this section:

11           (1) "Dating relationship" has the meaning assigned by  
12 Section 71.0021(b).

13           (2) "Family violence" has the meaning assigned by  
14 Section 71.004.

15           (3) "Household" has the meaning assigned by Section  
16 71.005.

17           (4) "Member of a household" has the meaning assigned  
18 by Section 71.006.

19       (b) Before a prospective party signs a collaborative family  
20 law participation agreement in a collaborative family law matter in  
21 which another prospective party is a member of the prospective  
22 party's family or household or with whom the prospective party has  
23 or has had a dating relationship, a prospective collaborative  
24 lawyer must make reasonable inquiry regarding whether the  
25 prospective party has a history of family violence with the other  
26 prospective party.

27       (c) If a collaborative lawyer reasonably believes that the

1 party the lawyer represents, or the prospective party with whom the  
2 collaborative lawyer consults, as applicable, has a history of  
3 family violence with another party or prospective party, the lawyer  
4 may not begin or continue a collaborative family law process  
5 unless:

6 (1) the party or prospective party requests beginning  
7 or continuing a process; and

8 (2) the collaborative lawyer or prospective  
9 collaborative lawyer determines with the party or prospective party  
10 what, if any, reasonable steps could be taken to address the  
11 concerns regarding family violence.

12 Sec. 15.113. CONFIDENTIALITY OF COLLABORATIVE FAMILY LAW  
13 COMMUNICATION. (a) A collaborative family law communication is  
14 confidential to the extent agreed to by the parties in a signed  
15 record or as provided by law other than this chapter.

16 (b) If the parties agree in a signed record, the conduct and  
17 demeanor of the parties and nonparty participants, including their  
18 collaborative lawyers, are confidential.

19 (c) If the parties agree in a signed record, communications  
20 related to the collaborative family law matter occurring before the  
21 signing of the collaborative family law participation agreement are  
22 confidential.

23 Sec. 15.114. PRIVILEGE AGAINST DISCLOSURE OF COLLABORATIVE  
24 FAMILY LAW COMMUNICATION. (a) Except as provided by Section  
25 15.115, a collaborative family law communication, whether made  
26 before or after the institution of a proceeding, is privileged and  
27 not subject to disclosure and may not be used as evidence against a



1 party or nonparty participant in a proceeding.

2       (b) Any record of a collaborative family law communication  
3 is privileged, and neither the parties nor the nonparty  
4 participants may be required to testify in a proceeding related to  
5 or arising out of the collaborative family law matter or be subject  
6 to a process requiring disclosure of privileged information or data  
7 related to the collaborative matter.

8       (c) An oral communication or written material used in or  
9 made a part of a collaborative family law process is admissible or  
10 discoverable if it is admissible or discoverable independent of the  
11 collaborative family law process.

12       (d) If this section conflicts with other legal requirements  
13 for disclosure of communications, records, or materials, the issue  
14 of privilege may be presented to the tribunal having jurisdiction  
15 of the proceeding to determine, in camera, whether the facts,  
16 circumstances, and context of the communications or materials  
17 sought to be disclosed warrant a protective order of the tribunal or  
18 whether the communications or materials are subject to disclosure.  
19 The presentation of the issue of privilege under this subsection  
20 does not constitute a termination of the collaborative family law  
21 process under Section 15.102(d)(2)(B).

22       (e) A party or nonparty participant may disclose privileged  
23 collaborative family law communications to a party's successor  
24 counsel, subject to the terms of confidentiality in the  
25 collaborative family law participation agreement. Collaborative  
26 family law communications disclosed under this subsection remain  
27 privileged.

1        (f) A person who makes a disclosure or representation about  
2 a collaborative family law communication that prejudices the rights  
3 of a party or nonparty participant in a proceeding may not assert a  
4 privilege under this section. The restriction provided by this  
5 subsection applies only to the extent necessary for the person  
6 prejudiced to respond to the disclosure or representation.

7        Sec. 15.115. LIMITS OF PRIVILEGE. (a) The privilege  
8 prescribed by Section 15.114 does not apply to a collaborative  
9 family law communication that is:

10            (1) in an agreement resulting from the collaborative  
11 family law process, evidenced in a record signed by all parties to  
12 the agreement;

13            (2) subject to an express waiver of the privilege in a  
14 record or orally during a proceeding if the waiver is made by all  
15 parties and nonparty participants;

16            (3) available to the public under Chapter 552,  
17 Government Code, or made during a session of a collaborative family  
18 law process that is open, or is required by law to be open, to the  
19 public;

20            (4) a threat or statement of a plan to inflict bodily  
21 injury or commit a crime of violence;

22            (5) a disclosure of a plan to commit or attempt to  
23 commit a crime, or conceal an ongoing crime or ongoing criminal  
24 activity;

25            (6) a disclosure in a report of:

26                    (A) suspected abuse or neglect of a child to an  
27 appropriate agency under Subchapter B, Chapter 261, or in a

1 proceeding regarding the abuse or neglect of a child, except that  
2 evidence may be excluded in the case of communications between an  
3 attorney and client under Subchapter C, Chapter 261; or

4 (B) abuse, neglect, or exploitation of an elderly  
5 or disabled person to an appropriate agency under Subchapter B,  
6 Chapter 48, Human Resources Code; or

7 (7) sought or offered to prove or disprove:

8 (A) a claim or complaint of professional  
9 misconduct or malpractice arising from or related to a  
10 collaborative family law process;

11 (B) an allegation that the settlement agreement  
12 was procured by fraud, duress, coercion, or other dishonest means  
13 or that terms of the settlement agreement are illegal;

14 (C) the necessity and reasonableness of  
15 attorney's fees and related expenses incurred during a  
16 collaborative family law process or to challenge or defend the  
17 enforceability of the collaborative family law settlement  
18 agreement; or

19 (D) a claim against a third person who did not  
20 participate in the collaborative family law process.

21 (b) If a collaborative family law communication is subject  
22 to an exception under Subsection (a), only the part of the  
23 communication necessary for the application of the exception may be  
24 disclosed or admitted.

25 (c) The disclosure or admission of evidence excepted from  
26 the privilege under Subsection (a) does not make the evidence or any  
27 other collaborative family law communication discoverable or

1 admissible for any other purpose.

2 Sec. 15.116. AUTHORITY OF TRIBUNAL IN CASE OF  
3 NONCOMPLIANCE. (a) Notwithstanding that an agreement fails to  
4 meet the requirements of Section 15.101 or that a lawyer has failed  
5 to comply with Section 15.111 or 15.112, a tribunal may find that  
6 the parties intended to enter into a collaborative family law  
7 participation agreement if the parties:

8 (1) signed a record indicating an intent to enter into  
9 a collaborative family law participation agreement; and

10 (2) reasonably believed the parties were  
11 participating in a collaborative family law process.

12 (b) If a tribunal makes the findings specified in Subsection  
13 (a) and determines that the interests of justice require the  
14 following action, the tribunal may:

15 (1) enforce an agreement evidenced by a record  
16 resulting from the process in which the parties participated;

17 (2) apply the disqualification provisions of Sections  
18 15.106, 15.107, and 15.108; and

19 (3) apply the collaborative family law privilege under  
20 Section 15.114.

21 SECTION 2. Sections 6.603 and 153.0072, Family Code, are  
22 repealed.

23 SECTION 3. Title 1-A, Family Code, as added by this Act,  
24 applies only to a collaborative family law participation agreement  
25 signed on or after the effective date of this Act. A collaborative  
26 family law participation agreement signed before that date is  
27 governed by the law in effect on the date the agreement was signed,

H.B. No. 3833

1 and the former law is continued in effect for that purpose.

2 SECTION 4. This Act takes effect September 1, 2011.

H.B. No. 3833

David Newkirk

President of the Senate

Joe Straus

Speaker of the House

I certify that H.B. No. 3833 was passed by the House on May 13, 2011, by the following vote: Yeas 138, Nays 0, 1 present, not voting.

Robert Hanes

Chief Clerk of the House

I certify that H.B. No. 3833 was passed by the Senate on May 24, 2011, by the following vote: Yeas 30, Nays 0.

Antony Spaw

Secretary of the Senate

APPROVED: 17 JUN '11

Date

Rick Perry

Governor

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE

4pm O'CLOCK

JUN 17 2011

Debra R. Edwards

Secretary of State